

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF TENNESSEE  
COOKEVILLE DIVISION**

IN RE:

ROBERT GORDON ROY and LOUISE MARIE-  
THERESE VANDE WIELE,

Debtors.

Case No. 2:15-bk-06199

Chapter 11

Judge Harrison

**AGREED ORDER RESOLVING EMBRACE HOME LOANS, INC.'S OBJECTION TO  
CONFIRMATION OF DEBTORS' FIRST AMENDED CHAPTER 11 PLAN**

This matter is before the Court on Embrace Home Loans' ("Embrace") Objection to Confirmation of the Debtor's First Amended Chapter 11 Plan. *See* [Doc. 107]. As evidenced by the signatures of counsel below, the parties have come to an agreement on all matters raised in the Objection, and have agreed to amend the treatment of Embrace<sup>1</sup> in the First Amended Chapter 11 Plan, [Doc. 107] (the "Plan"). Accordingly, the Court hereby **ORDERS** as follows:

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<sup>1</sup> The claims of Embrace are identified in the Plan as claims of Roundpoint Mortgage Servicing, which is the loan servicer for Embrace.

The treatment of Class 3-A in the Plan, as it relates to the claim stated in the Plan to be in the name of “Roundpoint Mortgage Servicing” and the property at 3075 Falcon Trail, Cookeville, TN 38506 is hereby deleted in its entirety and replaced with the following in the Plan:

3-A	<p>Secured claim of:</p> <ul style="list-style-type: none"> <li>• Name = Roundpoint Mortgage Servicing</li> <li>• Collateral description = 3075 Falcon Trail, Cookeville, TN 38506 and adjoining lot</li> <li>• Collateral value = \$205,700.00</li> <li>• Priority of security instrument = first</li> <li>• Principal owed = \$175,171.50</li> <li>• Total claim amount = \$177,488.18</li> <li>• Total arrearage through June 1, 2017 = \$26,842.18. To the extent any additional post-petition arrears accrue, the Debtor agrees to pay the increased amount.</li> <li>• Ongoing payments of \$1,397.96, which includes \$935.74 P&amp;I plus \$466.22 escrow, which may fluctuate</li> </ul>	N	<p>Y, Claims in this class are entitled to vote on the plan</p>	<ul style="list-style-type: none"> <li>• Pymt interval = monthly</li> <li>• Pymt amount = \$1,397.96 (P&amp;I + escrow payments, which may fluctuate and change the amount of the monthly payment per the terms of the loan documents) as long term continuing debt + Arrearage cure payment of \$447.37 for 59 months and \$447.35 for one month (month 60) at 0.0% interest</li> <li>• Begin date = July 1, 2017</li> <li>• End date = Contract</li> <li>• Interest rate = Contract</li> <li>• Treatment of lien = Retained until completion of payments</li> </ul>
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Because the above-referenced claim is secured only by a security interest in the Debtors’ principal residence, none of the terms above shall be construed as modifying Embrace’s rights in any respect. *See* 11 U.S.C. § 1123(b)(5). In the event that any amended plan(s) are filed by the Debtors, the above-described plan treatment shall supersede any contrary treatment contained in

such amended plan(s). Further, Embrace agrees that this Order constitutes a ballot accepting the Plan, as modified by this Order.

Further, the treatment of Class 3-A in the Plan, as it relates to the claim stated in the Plan to be in the name of “Roundpoint Mortgage Servicing” and the property at 205 N. Riverside Drive, Carthage, TN 37030 is hereby deleted in its entirety and replaced with the following in the Plan:

3-A	<p>Secured claim of:</p> <ul style="list-style-type: none"> <li>Name = Roundpoint Mortgage Servicing</li> <li>Collateral description = 205 N. Riverside Drive, Carthage, TN 37030</li> <li>Collateral value = \$121,200.00</li> <li>Priority of security instrument = first</li> <li>Principal owed = \$62,727.68</li> <li>Total claim amount = \$63,272.26</li> <li>Total arrearage through June 1, 2017 = \$16,069.28. To the extent any additional post-petition arrears accrue, the Debtor agrees to pay the increased amount.</li> <li>Ongoing payments of \$768.27, which includes \$327.54 P&amp;I plus \$441.33 escrow, which may fluctuate</li> </ul>	N	<p>Y, Claims in this class are entitled to vote on the plan</p>	<ul style="list-style-type: none"> <li>Pymt interval = monthly</li> <li>Pymt amount = \$768.87 (P&amp;I + escrow payments, which may fluctuate and change the amount of the monthly payment per the terms of the loan documents) + Arrearage cure payment of \$267.82 for 59 months and \$267.90 for one month (month 60) at 0.0% interest</li> <li>Begin date = July 1, 2017</li> <li>End date = Contract</li> <li>Interest rate = Contract</li> <li>Treatment of lien = Retained until completion of payments</li> </ul>
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**PREPARED AND PRESENTED BY AND CONSENTED TO:**

/s/ Bret J. Chaness

BRET J. CHANESS (BPR # 31643)

**RUBIN LUBLIN TN, PLLC**

3145 Avalon Ridge Place, Suite 100

Peachtree Corners, GA 30071

(678) 281-2730 (Telephone)

(404) 921-9016 (Facsimile)

bchaness@rubinlublin.com

*Attorney for Embrace Home Loans, Inc.*

**CONSENTED TO:**

/s/ Steven L. Lefkovitz (by BJC w/ permission)

STEVEN L. LEFKOVITZ (BPR # 001146)

**LEFKOVITZ & LEFKOVITZ**

618 Church Street, Suite 410

Nashville, TN 37219

(615) 256-8300 (Telephone)

slefkovitz@lefkovitz.com

*Attorney for Debtor*